

REMARKS

In the Office Action,¹ the Examiner rejected claims 9 and 14 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent 5,537,314 to Kanter ("*Kanter*") in view of U.S. Patent 6,594,640 to Postrel ("*Postrel*") in further view of U.S. Patent 6,012,039 to Hoffman et al. ("*Hoffman*"). Applicant respectfully traverses the rejection because a *prima facie* case of obviousness has not been established.

Claim 9 recites a point transfer dealer system comprising, among other things, "a pool account for temporarily storing money from [a] plurality of service provider accounts to be transferred to [a] customer account during [a] point transfer[] and a point transfer dealer account for transferring money from the pool account to the customer account across [a] financial network in response to the point transfer." The cited references, *Kanter*, *Postrel*, and *Hoffman*, taken either alone or in any reasonable combination, fail to teach or suggest at least the "pool account" and the "point transfer dealer account" of claim 9.

The Examiner argues that the "holding account 78" of *Kanter* is a teaching of the "pool account" of claim 9. See Office Action, page 8. However, *Kanter* teaches that "commission[]" can be . . . held in a holding account memory 78 . . . until such time as the sponsoring company desires to release the commission" to a participant. See *Kanter*, col. 21, lines 52-56. Applicant notes that the "sponsoring company" is singular; that is, only one company. Therefore, the "holding account 78" of *Kanter* cannot be a

¹ The Office Action contains a number of statements reflecting characterizations of the related art and the claims. Regardless of whether any such statement is identified herein, Applicant declines to automatically subscribe to any statement or characterization in the Office Action.

teaching of the “pool account for temporarily storing money from the **plurality** of service provider accounts,” as recited in claim 9 (emphasis added). Applicant recognized this limitation of conventional systems in the specification: in “a conventional system, . . . the issuing and redemption of [award] points is valid exclusively in each online store, and the points cannot be shared and handled among a **plurality** of different online stores.” See specification, page 2, lines 10-22 (emphasis added).

Furthermore, the Examiner argues that the “pool account” of claim 9 is disclosed by *Postrel* in Figs. 4-5 and in col. 5, lines 60-67. Applicant respectfully disagrees. Fig. 4 of *Postrel* depicts several servers and a user computer, but does not depict any account. Even if the Examiner is making an inference that the “trading server 20” in Fig. 4 contains an account, Fig. 5 of *Postrel* shows that the “trading server 20” contains only “user accounts.” No pool account is depicted in Figs. 4-5 of *Postrel*. Also, the cited portion of *Postrel* discloses repurchasing, trading, and selling of reward points. See *Postrel*, col. 5, lines 61-66. But, there is no mention of any pool account. Moreover, other portions of *Postrel* do not contain any teaching or a suggestion of the “pool account” of claim 9. Therefore, for at least these reasons, *Postrel* cannot be a teaching of the “pool account” of claim 9.

In addition, the Examiner argues “that the Holding Account [78 of *Kanter*] functions as a pool account [of claim 9] . . . and that the Central Control Center [12 of *Kanter*] functions as the point transfer dealer account [of claim 9].” See Office Action, page 10. As mentioned above, the “holding account 78” of *Kanter* is not a teaching or a suggestion of the “pool account” of claim 9. However, even assuming that this is true for the sake of the Examiner’s argument, the “Central Control Center 12” of *Kanter* is

not a teaching or a suggestion of the “point transfer dealer account” of claim 9. The “point transfer dealer account” of claim 9, like many accounts, holds money. See, e.g., specification, page 27 (“an amount of money . . . [is] transferred from the point transfer dealer account to the pool account”). And, the “point transfer dealer account” is a separate account from the “pool account.” See Applicant’s Fig. 1, refs. 14 and 15. However, the “Central Control Center 12” of *Kanter* is not an account that holds money, although it contains several accounts for holding money. Also, as depicted in *Kanter*’s Fig. 1, the “holding account 78” is contained inside the “Central Control Center 12,” and, as the Examiner admits, the “holding account . . . is managed by the Central Control Center.” See Office Action, page 8. Accordingly, the “Central Control Center 12” of *Kanter* cannot be a teaching or suggestion of the “point transfer dealer account” of claim 9.

Next, the Examiner tries an alternative analogy to argue that *Kanter* discloses the “point transfer dealer account” of claim 9. This time, the Examiner argues that the “holding account 78” of *Kanter*, which the Examiner previously characterized as corresponding to the “pool account,” now corresponds to the “point transfer dealer account” of claim 9, and that the “financial institution 92” of *Kanter* is a teaching of the “pool account” of claim 9. Applicant respectfully disagrees with this analogy. According to *Kanter*, the financial institution 92 may approve a credit line for the participant to use in making purchases at a store, and then the financial institution 92 will send a bill to the participant for collection purposes. See *Kanter*, col. 23, lines 30-43. The “financial institution 92,” as disclosed by *Kanter*, is an institution, such as a bank or a company, not an account for holding money. Even if the “financial institution 92” of *Kanter*

contains an account, *Kanter* does not disclose the “financial institution 92” contains an “account for temporarily storing money from [a] plurality of service provider accounts to be transferred to [a] customer account during [a] point transfer,” as recited in claim 9. Therefore, this analogy used by the Examiner also fails to show that *Kanter* discloses the “pool account” of claim 9.

For at least the reasons set forth above, *Kanter* and *Postrel* fail to teach or suggest the “pool account” and the “point transfer dealer account” of claim 9. Furthermore, *Hoffman* also does not teach or suggest these features of claim 9 and thus fails to cure the deficiencies of *Kanter* and *Postrel* described above. Accordingly, none of the cited references, taken alone or in any reasonable combination, teaches or suggests each and every element of claim 9. The Examiner has thus failed to establish a *prima facie* case of obviousness with respect to claim 9.

Claim 14, although different in scope from claim 9, distinguishes over the cited references for at least reasons similar to those set forth above with respect to claim 9. Applicant thus respectfully requests that the Examiner reconsider and withdraw the rejection of claims 9 and 14.

In view of the foregoing remarks, Applicant respectfully requests reconsideration of this application and the timely allowance of the pending claims.

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 06-0916.

Respectfully submitted,

FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, L.L.P.

Dated: April 18, 2007

By: 

Michael R. Kelly
Reg. No. 33,921